



State of Idaho
DEPARTMENT OF LANDS
COLLATERAL BOND
SURFACE/DREDGE & PLACER MINING

BOND TYPE

PLAN/PERMIT NO(s). _____

Bank: _____

Address: _____

City/State: _____

_____ Cash

_____ Certificate of Deposit

_____ Letter of Credit

_____ Other (Specify)

KNOW ALL MEN BY THESE PRESENTS, That we _____, as principal, are held and firmly bound unto the State of Idaho, in the sum of _____ dollars (\$ _____) lawful money of the United States. For such payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, administrators, successors and assignees, as the case may be, jointly and severally, firmly by these presents.

THE CONDITIONS of the foregoing obligation are such that:

WHEREAS, by plan/permit bearing the above number, the permittee was granted specific rights under and pursuant to the provisions and requirements of Title 47, Chapter _____, **Idaho Code**, and the requirements of the rules and regulations of the Idaho Board of Land Commissioners; and

WHEREAS, said permittee has, by virtue of the plan/permit above referred to, entered into certain covenants and agreements set forth in such plan/permit, under which operations are to be conducted; and

WHEREAS, the said principal, in consideration of being permitted in lieu of the permittee to furnish this Bond, agrees and by these presents does hereby bond himself to fulfill on behalf of the permittee, all of the obligations of the said plan/permit and in the same manner and to the same extent as though he were the permittee. It is understood and agreed by the permittee and the principal that if there is outstanding reclamation on the premises, this bond shall extend to cover all acts for which reclamation is required, both prior and subsequent to the date of this bond until notified in writing by the Idaho Department of Lands that reclamation has been completed or the bond has been replaced and all liability under this bond is released. The department may require payment of the entire sum of this bond, or portions thereof, upon written notice to the appropriate agent, by the department, of the operator's failure to perform reclamation obligations under Idaho Code title 47, chapter _____ or the Administrative Rules.

The appropriate agent shall pay to the Department of Lands the sum of this bond, or portions thereof, as requested by the department within 30 days of receipt of such written notice. In the event of a partial distribution, the remaining funds and liabilities shall not be released until the department notifies the appropriate agent, in writing, of release of remaining liability or requires payment of the remaining bond liabilities. Payment of the full sum of the bond to the department shall constitute release of this liability and obligation.

NOW THEREFORE, if the above principal shall, in conducting mining operations on said premises, faithfully perform all of the requirements of the Idaho Dredge and Placer Mining Protection Act or Idaho Surface Mining Act and the rules of the Idaho Board of Land Commissioners made for the administration of said Acts so far as the Acts, rules and plan or permit, as relates to land and watercourse restoration are met, then this obligation shall become void, otherwise to remain in full force and effect; and the liability of the principal under this Bond for any one or more defaults of the principal under said plan/permit shall not exceed in the aggregate the sum stated herein above. It is further provided, however, that a letter of credit may be cancelled by the issuing bank by the service of written notice of cancellation upon the Director of the Department of Lands of the State of Idaho, such cancellation to be effective at the expiration of one hundred and twenty (120) days after the service of such cancellation notice by the principal on the Director _____ by _____ certified _____ mail.

Signed on this _____ day of _____, 20 _____,

(Signature of Principal)

(Business Address)

ACKNOWLEDGMENT OF PRINCIPAL

State of _____)
County of _____) ss

On this ____ day of _____, in the year 20____, before me, _____, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the _____ of the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same, or the individual who executed the instrument on their own behalf.

In Witness Whereof, I have hereunto set my hand and affixed my official seal of day and year first above written.

My Commission expires _____, 20 _____

Notary Public For _____

Residing at _____